

## Secured Party Representative Services Agreement

This Secured Party Representative Services Agreement (the "Agreement") is entered into as of the 7th day of January, 2014, (the "Effective Date") between Corporation Service Company, a Delaware corporation ("CSC") and Strategic Funding Source, Inc., a New York Corporation ("Customer") on the following terms and conditions:

1. Scope. Customer appoints CSC to act as its secured party representative for purposes of being listed as the secured party of record on Uniform Commercial Code ("UCC") financing statements describing collateral for which Customer is the secured party. CSC accepts such appointment and agrees to provide to Customer the services described on Exhibit A attached hereto. CSC authorizes Customer to file UCC initial financing statements in the name of CSC as secured party representative in accordance with Exhibit A, and to file any amendments, assignments or termination statements with respect thereto as Customer may from time to time deem desirable in its discretion.
2. Term. The term of the Agreement will commence on the Effective Date and shall continue thereafter until terminated by either party as described in paragraph 4.
3. Compensation. Customer shall pay CSC initial compensation based upon the price structure and payment terms set forth in the attached Exhibit B.
4. Termination. Customer or CSC may terminate this agreement by providing the other party notice not less than 120 days prior to the termination date. Subject to paragraphs 5 and 6, CSC shall reasonably cooperate with Customer as necessary to complete a transition to Customer or another service provider.
5. CSC's Duties Upon Termination. CSC shall continue to perform its obligations under this Agreement until 60 days following the termination date. CSC shall have no further obligation to forward any communication to Customer or otherwise perform under this Agreement more than 60 days after the termination date.
6. Customer's Duties Upon Termination. Customer will cease using the CSC-provided secured party name and address within 30 days after either party provides notice of termination. Prior to the termination date, Customer shall amend or assign all financing statements to remove or replace CSC as secured party. In addition, Customer shall pay all CSC invoices for work performed under paragraph 5 prior to the termination date and for 60 days thereafter.
7. Customer's Duties Upon Assignment of Financing Statement to Another CSC Customer. If the assignee is a CSC customer and a SPRS client, Customer shall notify CSC of the assignment. CSC shall then link the assigned record(s) to the new customer's account. If the assignee is not a SPRS client, Customer shall file an amendment to reflect the new secured party name within 60 days of the assignment.

8. Customer's Duties Upon Assignment of Financing Statement to Non-CSC Client. If Customer assigns the financing statement to another party that is not a client of CSC, Customer shall cause an amendment to be filed reflecting the new secured party name within 60 days following the assignment.
9. Limitation on liability. CSC makes no representations or warranties regarding the legal sufficiency of secured party representation services. Customer assumes all risk associated with loss of perfection or priority as a result of using this service. CSC shall not be liable for any injury, claim, or damage of any kind resulting from CSC's performance under the Agreement, except for losses caused by CSC's gross negligence or willful misconduct.
10. Customer Non-Response. If Customer fails to respond within 10 days to a demand by CSC for instructions regarding the status or disposition of a financing statement filed on behalf of Customer and naming CSC as secured party, Customer grants CSC authority to file a termination statement for the financing statement at issue.
11. Taxes. Customer is solely responsible for payment of all taxes for transactions related to the UCC records filed through CSC. Customer represents and warrants to CSC that it will comply with all applicable local, state and federal tax law, including without limitation, the Florida Documentary Stamp Tax (Excise Tax on Documents), Tennessee Recordation Tax and county recording taxes in Alabama and Maryland. Customer agrees to cooperate with CSC in any audit of taxes initiated by government authorities. Customer shall indemnify CSC for any taxes, penalties, interest or other costs assessed to CSC as a result of customer's non-payment of taxes arising from or related to the filing of UCC records by CSC.
12. Force Majeure. Neither party shall be liable to the other for any failure or delay in its performance of the Agreement in accordance with its term if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.
13. Entire Agreement. The Agreement represents the entire understanding between Customer and CSC and supersedes all other prior agreements which are hereby expressly terminated and understandings, both written and oral, with respect to the matters contained in the Agreement. The Agreement may be amended only by a writing signed by authorized representatives of both parties.
14. Notices. Any demand or notice required or permitted under this Agreement shall be in writing and delivered: (i) in person; (ii) by a recognized overnight courier providing a written or electronic confirmation of delivery; or (iii) by United States first-class mail, return receipt requested at the notice address set forth below or at such notice address as either party may advise the other in writing from time to time. Notices given hereunder shall be deemed to have been given on: (i) the date of personal delivery; (ii) the date of delivery as documented by the overnight courier; or (iii) on the third business day after the date of mailing.

To Customer:

Strategic Funding Source, Inc.  
1501 Broadway, Suite 1515  
New York, NY 10036  
Attn: Eason Su

To CSC:

Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808  
Attn: General Counsel

**[signature page follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**CORPORATION SERVICE COMPANY**

By: Paul Schultz

Name: Paul Schultz

Title: Vice President

Date: 1/7/2014

**Strategic Funding Source, Inc.**

By: David Sederholt

Name: David Sederholt

Title: COO

Date: 1/7/14



## Exhibit A

### DESCRIPTION OF SERVICES

CSC provides Customer with a method to channel all inquiries and notices concerning filed UCC records through a single point of contact.

Customer may provide the following secured party representative service name ("SPRS") and address information in Section 3 of financing statements submitted for filing through the CSC Financial Online web-based UCC system ("CSCFO"):

Name: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE  
Mailing Address: P.O. BOX 2576 uccsprep@cscinfo.com  
City, State ZIP: SPRINGFIELD, IL 62708

Other mutually agreeable SPRS name variations may be used from time to time with prior approval of both CSC and Customer parties.

Customer agrees to provide the SPRS name only on UCC records submitted to CSC for transmittal to the designated filing office. Customer agrees that it shall not provide a SPRS name as secured party on any UCC record it files directly with a filing office or through another service provider.

All inquiries and notices to CSC received through the mail or email ("Communications") shall be provided to Customer within the following parameters:

1. All Communications shall be converted into electronic format (PDF) and posted to the CSC Financial Online web site. Access to the records shall be limited according to Customer's SPRS account set up instructions.
2. All Communications will be posted within one business day of receipt by CSC and Customer will receive an email alert that new communications have been posted to the CSC Financial Online web site.
3. Customer will access the Communications by logging into the CSC Financial Online web site. The images can be viewed from the web site and/or downloaded to Customer's computer.

CSC will not respond or otherwise acknowledge receipt of a Communication received by U.S. Mail to the sender. Any communication received by email will received an automatic response to the sender's reply address in substantially the following form:

CORPORATION SERVICE COMPANY ("CSC"), is the representative of the secured party listed on the financing statement for purposes of forwarding notices and inquiries concerning the financing statement. CSC shall promptly forward your message to the secured party in accord with its instructions. Any further response will come directly

from the secured party. CSC has no authority to respond or take any other action on behalf of the secured party.

All other responses to Communications, if any, will be the Customer's responsibility.

If CSC receives an inquiry by telephone, CSC will inform the inquiring party of its representative role and then either submit the inquiry as an email to the SPRS address or suggest that the inquiring party submit the inquiry directly to that address.

If CSC receives a follow up Communications from the inquiring party by telephone or email concerning an original Communication to which Customer has not responded, CSC may inform the inquiring party that the Communication has been forwarded to the secured party represented by CSC.

If after reasonable inquiry CSC is unable to identify a Communication's intended Customer, CSC shall have no further responsibility to forward the Communication.

All original paper notices and inquiries received by CSC will be destroyed not less than sixty days after receipt unless Customer requests CSC to forward the original paper notices and inquiries, in which case additional shipping and handling charges will apply.

CSC serves as the Customer's representative for purposes of being listed as secured party of record on UCC financing statements and providing to Customer Communications received by CSC. CSC has no authority to bind the Customer or otherwise act on the Customer's behalf.

At Customer's request, CSC shall provide an affidavit or such other documentation as may be required in order to establish in legal proceedings the identity of Customer as the true secured party in interest with respect to any UCC filing made by customer pursuant to this Agreement.

## **Exhibit B**

### **Annual Fee**

Customer shall pay an account administration fee of One Thousand and No/100 Dollars (\$1,000.00) per year, due beginning upon the commencement date of the service and the anniversary of that date each year until the termination date.

### **Communication Processing Fee**

The fee for processing each Communication received by SPRS via U.S. Mail, telephone or other method of delivery shall be Five and No/100 Dollars (\$5.00).

### **Assignment of Record to Another CSC Client Account**

The fee for linking a UCC record to a new CSC customer account shall be the same fee charged to Customer for the filing of a UCC financing statement.

### **Other Fees**

Fees for other services shall be mutually agreed upon by the parties prior to performance of such services.

### **Price Adjustments**

CSC may, at its sole discretion, make changes to the fees for its services. CSC shall provide notice of proposed fee increases to the Customer not less than 30 days before the fee increase takes effect.